

**OFFICIAL**

BUR9-2003-0054-US1

**PATENT  
RECEIVED  
CENTRAL FAX CENTER****MAY 18 2004****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION**

In Re: Paul A. Manfredi  
Serial No.: 10/709,575  
Filed: May 14, 2004  
Title: **PERMEABLE MEMBRANE  
CLEAN STATION**

Atty. Docket: BUR9-2003-0054-US1  
Today's Date: May 14, 2004  
Group Art Unit: (not assigned)  
Examiner: (not assigned)  
Fax: 703-872-9306

**PETITION PURSUANT TO 37 C.F.R. § 1.47(b)**

Commissioner for Patents  
Alexandria, VA 22313-1450

Sir:

This petition is being filed pursuant to 37 C.F.R. 1.47(b) involving a filing where the sole inventor refuses to execute an application for patent. Mr. Paul A. Manfredi has refused to execute an application for patent in the above-identified application after diligent efforts were made to have Mr. Manfredi execute the declaration and assignment documents.

At the time of invention, Mr. Manfredi was an employee of International Business Machines Corporation (IBM). Mr. Manfredi agreed in writing to assign to IBM all inventions made during his employment with IBM. A copy of Mr. Manfredi's employment agreement is provided in Exhibit A. As stated in Mr. Manfredi's employment agreement, he agrees to assign his rights to the invention and to cooperate with IBM in the execution of the documents relating to the acquisition of patent rights. Pertinent sections of Mr. Manfredi's employment agreement are shown below:

"4. I hereby assign to IBM my entire right, title and interest in any invention or idea, patentable or not, hereafter made or conceived solely or jointly by me: ...", and

“5. b. I will, on his [IBM Patent Operations Manager] request, promptly execute a specific assignment of title to IBM, and do anything else reasonably necessary to enable IBM to secure a patent therefor in the United States and in foreign countries.”

I had firsthand knowledge of the facts that the invention was made by Mr. Manfredi while employed by IBM. Mr. Manfredi created disclosure documents BUR8-2002-0089 on March 27, 2002 and BUR8-2003-0008 on January 14, 2003 (see Exhibit B) in which he described the invention. On May 14, 2003, I met with Mr. Manfredi in my office (see Exhibit C for a copy of the meeting invitation which was accepted by Mr. Manfredi) to discuss the patentability of the invention. At the meeting on May 14, 2003, Mr. Manfredi described to me how the invention was different than patents cited in a prior art search. Mr. Manfredi was an employee of IBM at the time of the meeting on May 14, 2003. Mr. Manfredi's attendance at the meeting on May 14, 2003 and the disclosure documents BUR8-2002-0089 and BUR8-2003-0008 show that Mr. Manfredi was an employee of IBM at the time of invention and disclosed the invention to IBM. Therefore, Mr. Manfredi was an employee of IBM at the time of invention and agreed in writing to assign the invention to IBM.

The facts relating to this refusal are set forth as follows.

Based on my conversations with Frederick W. Gibb III (Registration Number 37,629), a patent attorney who prepared the above-identified application, Mr. Gibb communicated to me that he sent email messages to Mr. Manfredi's IBM email address on July 25, 2003 and August 12, 2003 (see Exhibit D) requesting his cooperation in the review of attorney docket number BUR9-2003-0054-US1. Mr. Gibb communicated to me that he received no response to his email messages from Mr. Manfredi.

Based on my conversations with Carol Mueller, my office assistant, Ms. Mueller communicated to me that she made multiple telephone calls and left telephone messages for Mr.

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Manfredi at his home requesting his cooperation in the review of attorney docket number BUR9-2003-0054-US1. Ms. Mueller told me that she received no response to her telephone messages from Mr. Manfredi. On November 21, 2003 and November 26, 2003, I left telephone messages for Mr. Manfredi at his home requesting his cooperation in the review of BUR9-2003-0054-US1. I received no response to my telephone messages from Mr. Manfredi. The application papers including a cover letter (see Exhibit E), a copy of the patent application including drawings, and the declaration and assignment documents were U.S. Postal Service (USPS) Express Mailed to Mr. Manfredi's home address and were received on December 12, 2003 as indicated by the USPS Receipt (see Exhibit F). It was requested in the cover letter that the application papers be returned to my office by December 23, 2003.

As stated in the cover letter (see Exhibit E), IBM made a reasonable offer of \$500 to more than compensate Mr. Manfredi for his time and effort to review and sign the application papers. Mr. Manfredi's response to IBM's request was an email to me on December 23, 2003 in which Mr. Manfredi requested financial compensation in the amount of \$10,000 in return for reading and signing the application papers (see Exhibit G). In another email to me on March 17, 2004 (see Exhibit H; last paragraph), Mr. Manfredi increased the amount of his requested financial compensation to \$15,000.

IBM believes that it made more than a reasonable offer of compensation for a reasonable amount of work that would have been required of Mr. Manfredi to fulfill his obligations under his employment agreement. The fact that Mr. Manfredi requested a significantly higher amount of compensation and then increased the amount he was requesting in return for his cooperation indicated to me that Mr. Manfredi was not willing to cooperate with IBM as per the terms of his employment agreement.

IBM believes that it should be allowed to make application for patent on behalf of and as agent for Mr. Manfredi. Such action is necessary to preserve the rights of IBM since the invention is in the field of electronics and IBM is a major manufacturer of electronic products.

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IBM has a major licensing program which relies on patent protection for its inventions. IBM's licensing program generates income for IBM and provides freedom of action for IBM in business areas that IBM engages in. The field of electronics is a competitive area where new development is occurring by competitors and, as such, IBM needs to file the above-identified application to protect its intellectual property and remain competitive.

The application papers in the above-identified application have been signed by Lynne D. Anderson, who is authorized to approve and execute documents on behalf of IBM relating to proceedings in the United States Patent and Trademark Office by Gerald Rosenthal, Vice President, Intellectual Property and Licensing of IBM. A copy of Mr. Rosenthal's "Letter of Authority" delegating authority to Ms. Anderson is included with the application papers and a copy is provided in Exhibit I.

The last known address of Mr. Manfredi is the following:

382 Twin Peaks Road  
Waterbury Center, VT 05677

Therefore, it is respectfully requested that this petition be granted to allow IBM to make application for patent on behalf of and as agent for Mr. Manfredi in the above-identified application under the provisions of 37 C.F.R. 1.47(b).

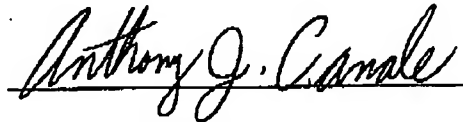
Please charge the petition fee of \$130 to Applicants' Deposit Account, 09-0456.

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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully Submitted,

By:



Anthony J. Canale  
Registration No. 51,526  
Agent for Applicant  
Phone: (802) 769-8782  
Fax: (802) 769-8938  
Email: [acanale@us.ibm.com](mailto:acanale@us.ibm.com)

IBM Corporation  
Intellectual Property Law - Zip 972E  
1000 River Street  
Essex Junction, Vermont 05452

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**EXHIBIT A**

**BUR9-2003-0054-US1**

**IBM****Employee Confidential Information and Invention Agreement***(To be signed by all employees on the first day of employment)*

In consideration of my employment by IBM:

1. I will not disclose to anyone outside of IBM, or use in other than IBM's business, any confidential information or material relating to the business of IBM or its subsidiaries, either during or after my IBM employment, except with IBM's written permission. I also understand that information and materials received in confidence from third parties by IBM and its subsidiaries is included within the meaning of this paragraph.
2. I will not disclose to IBM, or induce IBM to use, any confidential information or material belonging to others.
3. I will comply, and do all things necessary for IBM to comply, with United States Government regulations, and with provisions of contracts between the agencies of the United States Government or their contractors and IBM, which relate either to patent rights or to the safeguarding of information pertaining to the defense of the United States.
4. I hereby assign to IBM my entire right, title and interest in any invention or idea, patentable or not, hereafter made or conceived solely or jointly by me:
  - a. while working in IBM in an executive, managerial, planning, technical, research or engineering capacity (including development, manufacturing, systems, applied science, sales and customer engineering); and
  - b. which relates in any manner to the actual or anticipated business of IBM or its subsidiaries, or relates to its actual or anticipated research and development, or is suggested by or results from any task assigned to me or work performed by me for or on behalf of IBM;
 except any invention or idea which I cannot assign to IBM because of a prior invention agreement with \_\_\_\_\_ which is effective until \_\_\_\_\_

None*(Give name and date or write "none").*

5. I agree that in connection with any invention or idea covered by paragraph 4:
  - a. I will disclose it promptly to the local IBM Patent Operations Manager; and
  - b. I will, on his request, promptly execute a specific assignment of title to IBM, and do anything else reasonably necessary to enable IBM to secure a patent therefor in the United States and in foreign countries.
6. I represent that I have indicated on the back of this form any inventions or ideas, not covered by Paragraph 4, in which I have any right, title or interest, and which were previously conceived either wholly or in part by me, but neither published nor filed in the United States Patent Office, and identified all of these.

If you do not have any inventions or ideas to indicate, write "none" on this line: None

*(It is in your interest to establish that any such inventions or ideas were made before employment by IBM. You should not disclose such inventions or ideas in detail, but only identify them by the titles and dates of documents describing them. If you wish to interest IBM in such inventions and ideas, you may submit them to IBM in accordance with the provisions outlined in IBM's Form MO5-4472.)*

7. I acknowledge receipt of a copy of this agreement, and agree that with respect to the subject matter hereof, it is my entire agreement with IBM, superseding any previous oral or written communications, representations, understandings, or agreements with IBM or any official or representative thereof.

Witness: R. A. LaminEmployee's Manager or other  
appropriate IBM representativeSigned: Paul A. Macfadyen

Employee's Full Name

Date: 11/16/73Date: Nov. 16, 1973

Personnel Folder

MO4-2087.2

(If you have entered "none" in Paragraph 6, do not fill in this section.)

The following are inventions or ideas, not covered by Paragraph 4, in which I have any right, title or interest, and which were previously conceived either wholly or in part by me, but neither published nor filed in the United States Patent Office:

Description of Documents: (If applicable)

Title on Document	Date on Document	Name of Witness on Document
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: \_\_\_\_\_

Employee's Full Name

Date: \_\_\_\_\_



**EXHIBIT B**

BUR9-2003-0054-US1

**Disclosure BUR8-2002-0089**

Prepared for and/or by an IBM Attorney - IBM Confidential

Created By Paul Manfredi On 03/27/2002 08:43:06 AM MST

Last Modified By Maura Mulligan On 10/09/2003 05:10:40 PM EDT

Required fields are marked with the asterisk (\*) and must be filled in to complete the form.

**\*Title of disclosure (in English)**

CMP Spin Rinse Dry Cleaning Station

**Summary**

Status	Final Decision (File/Merge)
Final deadline	
Final deadline reason	
Primary disclosure	BUR8-2003-0008
Docket family	BUR9-2003-0054
* Processing location	Burlington
* Functional area	
Attorney/Patent professional	Anthony Canale/Burlington/IBM
IDT team	William Motliff/Burlington/IBM Matt Rutter/Burlington/IBM Tony Stamper/Burlington/IBM Tom McDevitt/Burlington/IBM Henry Trombley/Burlington/IBM Jeffrey Gambino/Fishkill/IBM Erick Walton/Burlington/IBM
Submitted date	03/27/2002 10:56:01 AM MST
* Owning division	MD
Incentive program	
Lab	Slattery
* Technology code	110Z
PVT score	

**Inventors with a Blue Pages entry**

Inventors: Paul Manfredi/Burlington/IBM

Inventor Name	Inventor Serial	Div/Dept	Inventor Phone	Manager Name
> Manfredi, Paul A.	060262	29/AYUV	446-1126	Pakulski, Steven F.

&gt; denotes primary contact

**Inventors without a Blue Pages entry****IDT Selection****Main Idea**

To view the main idea for this disclosure, click on this doclink —> ☐ (If you are prompted to enter a server name, please enter D01DB068/01/A/IBM)

Main Idea for Disclosure BUR8-2002-0089 - continued

**Main Idea for Disclosure BUR8-2002-0089**

Prepared for and/or by an IBM Attorney - IBM Confidential

Archived On 09/14/2002 01:03:13 AM

Title of disclosure (in English)  
CMP Spin Rinse Dry Cleaning Station

**Main Idea**

1. Describe your invention, stating the problem solved (if appropriate), and indicating the advantages of using the invention.

A CMP wafer clean station that utilizes a spinning platform to dry a wafer. Although at slower speeds, current designs do not pose a problem, however at high spin speeds the resulting velocity of the water leaving the wafer surface and hitting the containment wall results in the water exploding with such force that it atomizes into a mist that is carried throughout the tool or settling back onto the wafer surface. The result, product defects. By utilizing three methods this condition can be controlled. First a permeable membrane placed around the circumference of the wafer attached to the containment wall will absorb the impact without atomizing the fluid. Second, by decreasing the distance from the containment wall to the wafer edge the existing exhaust velocity will be increased. Third by incorporating an impeller/fan into the spin station spindle, the required capture velocity can be obtained and matched to whatever spin speed is used.

2. How does the invention solve the problem or achieve an advantage, (a description of "the invention", including figures inline as appropriate)?

The permeable membrane/mesh material is sized to absorb the quantity of water that is used during the process. This material will substantially decrease this effect by the fluid being absorption and the resulting energy distribution within the membrane. The increased velocity of the exhaust air obtained by decreasing the area between the wafer and the containment wall will help pull any residual airborne particles away from the wafer surface. Third the impeller/fan will increase the velocity further to guarantee full capture at any given spin speed.

3. If the same advantage or problem has been identified by others (inside/outside IBM), how have those others solved it and does your solution differ and why is it better?

Others have tried to control the migration of the mist generated by increasing house exhaust velocities however the necessary CFM required is costly. We do not have the facilities to support this increase.

4. If the invention is implemented in a product or prototype, include technical details, purpose, disclosure details to others and the date of that implementation.

I have been asked to design a system to control this existing problem. The aforementioned is the design.

**Disclosure BUR8-2003-0008**

Prepared for and/or by an IBM Attorney - IBM Confidential

Created By Paul Manfredi On 01/14/2003 12:34:17 PM MST

Last Modified By Maura Mulligan On 10/09/2003 05:41:23 PM EDT

Required fields are marked with the asterisk (\*) and must be filled in to complete the form.

**\*Title of disclosure (in English)**

Permeable Membrane Clean Station

**Summary**

<b>Status</b>	<b>Final Decision (File)</b>
<b>Final deadline</b>	
<b>Final deadline reason</b>	
<b>Merged disclosures</b>	BUR8-2002-0089
<b>Docket family</b>	BUR9-2003-0054
<b>* Processing location</b>	Burlington
<b>* Functional area</b>	(Burlington - MD) All Inventors Located in Burlington
<b>Attorney/Patent professional</b>	Anthony Canale/Burlington/IBM
<b>IDT team</b>	William Motalff/Burlington/IBM Matt Rutter/Burlington/IBM Tony Stamper/Burlington/IBM Tom McDevitt/Burlington/IBM Henry Trombley/Burlington/IBM Jeffrey Gambino/Fishkill/IBM Erick Walton/Burlington/IBM Nancy Flock/Burlington/Contr/IBM
<b>Submitted date</b>	01/14/2003 01:00:56 PM MST
<b>* Owning division</b>	MD
<b>Incentive program</b>	
<b>Lab</b>	Slattery
<b>* Technology code</b>	101Xb
<b>PVT score</b>	33

**Inventors with a Blue Pages entry**

Inventors: Paul Manfredi/Burlington/IBM

Inventor Name	Inventor Serial	Div/Dept	Inventor Phone	Manager Name
> Manfredi, Paul A.	060262	29/AYUV	446-1126	Pakulski, Steven F.

&gt; denotes primary contact

**Inventors without a Blue Pages entry****IDT Selection****Main Idea**

To view the main idea for this disclosure, click on this doclink ---&gt; (If you are prompted to enter a server name,

Main Idea for Disclosure BUR8-2003-0008 - continued

**Main Idea for Disclosure BUR8-2003-0008**

Prepared for and/or by an IBM Attorney - IBM Confidential

Archived On 06/07/2003 01:20:48 AM

Title of disclosure (in English)  
Permeable Membrane Clean Station

**Main Idea**

1. Background: What is the problem solved by your invention? Describe known solutions to this problem (if any). What are the drawbacks of such known solutions, or why is an additional solution required? Cite any relevant technical documents or references.  
Circular Corrosion post Cu CMP Process. No known solution. Solution required to reduce Defect Density and Increase FWT yield

2. Summary of Invention: Briefly describe the core idea of your invention (saving the details for questions #3 below). Describe the advantage(s) of using your invention instead of the known solutions described above.

Line the clean station outer wall with a permeable membrane. Advantages, no change to POR process, elimination of Yield Detracting Circular Corrosion.

Reference prior patent submission BUR 8-2002-0089 rated publish.

3. Description: Describe how your invention works, and how it could be implemented, using text, diagrams and flow charts as appropriate.

The permeable membrane substantially reduces the splashing, atomization of particulates within the clean station by allowing absorption. Product testing has shown it can eliminate the circular corrosion defect. Prior examination by IP rated this idea a publish until such time that data had been generated in support of its effectiveness. This has been done and it works.

**EXHIBIT C**

**BUR9-2003-0054-USI**

Calendar Entry

**Meeting Invitation Accepted** Paul Manfredi has accepted this invitation

<b>Subject</b>	<b>PRIOR ART REVIEW MEETING</b> BUR8-2003-0008 Requester: Anthony Canale (446-8782) Location: Anthony's office, 972E Invitee: Paul Manfredi ***Copies of the prior art will be in the internal mail to you on Wednesday, April 23, for review before the meeting. Please be prepared to discuss the patentability of the disclosure at this meeting.	
	<b>Chair</b>	Anthony Canale/Burlington/IBM
<b>When</b>	<b>Invitees</b>	
	<b>Required (to)</b>	Paul Manfredi/Burlington/IBM@IBM US
	<b>Optional (cc)</b>	
	<b>Date</b>	Wednesday 05/14/2003
	<b>Time</b>	09:00 AM - 10:00 AM (1 hour)

**EXHIBIT D**

**BUR9-2003-0054-USI**



SENT BY: MCGINN&amp; GIBB;

301 261 8825 ;

MAR-30-04 13:47;

PAGE 5/6  
Page 1 of 2**Natalie Markland**

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**From:** Natalie Markland (markland@mcginnigibb.com)  
**Sent:** Friday, July 25, 2003 12:04 PM  
**To:** manfred@us.ibm.com  
**Subject:** 1st Draft BUR920030054US1

**Re: New U.S. Patent Application****Entitled: PERMEABLE MEMBRANE CLEAN STATION****IBM Docket No.: BUR920030054US1****Our Ref.: BUR.5087****Dear Paul:**

We are enclosing a first draft of the above-referenced docket, including the informal drawings, which is based on the invention disclosure provided to us. **Please make any revisions directly to the softcopy of the application and drawings, and forward your changes to our office via e-mail or facsimile.** In the application, we have left "holes" for you to describe features of the invention which require further explanation/description for enablement, the Examiner's clarity, expansion of scope, etc. Please also confirm our labeling of the informal drawings. Basically, in the application document, we must teach the mythical person of ordinary skill in the art how to "make and use" (practice) your invention. Additionally, we would welcome any further features and embodiments which you may wish to offer.

Lastly, we have included some preliminary claims for discussion. Please review them for the desired scope and accuracy as to our present understanding of the invention. We will add more claims in the second draft. Please let us know if any other features should be claimed.

Please advise us of any further prior art information which is now known or which may become known to those involved in the preparation or prosecution of this application, and which the U.S. Examiner may deem relevant to patentability of the claims. Such information should include any patents, publications, commonly assigned patents and pending applications disclosing and/or claiming closely related subject matter.

We look forward to receiving your comments and instructions at your earliest convenience. Please call our office for the password to the application. We tried to leave a voicemail, however, your mailbox was full.

Natalie Markland  
For Frederick W. Gibb, III

7/28/03

MAR 30 2004 13:56

301 261 8825

PAGE:05

MAY 14 2004 15:19 FR BTU IPLAW

8027698938 TO 917038729306

P.19/32

SENT BY: MCGINNA GIBB;

301 261 8825 ;

MAR-30-04 13:47;

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Page 2 of 2

McGinn & Gibb, PLLC  
2568A Riva Road, Suite 304  
Annapolis, MD 21401  
(410) 573-1545  
(301) 261-8825 fax

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7/28/03

MAR 30 2004 13:56

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PAGE 06

SENT BY: MCGINN& GIBB;

301 261 8825 ;

MAR-30-04 13:47;

PAGE 4/6

Page 1 of 1

**Natalie Markland**

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**From:** Natalie Markland [markland@mcginngibb.com]  
**Sent:** Tuesday, August 12, 2003 12:54 PM  
**To:** manfred@us.ibm.com  
**Subject:** Status BUR920030054US1  
**Importance:** High

IBM Docket: BUR920030054US1  
Our Ref: BUR.5087

Dear Paul:

We are following up on our email of July 25, 2003. Please let us know when you will be able to provide comments for the above-referenced 1st draft patent application. Please note that this application has a requested filing date of August 19, 2003.

Very truly yours,

Natalie Markland  
For Frederick W. Gibb, III

McGinn & Gibb, PLLC  
2568A Riva Road, Suite 304  
Annapolis, MD 21401  
(410) 573-1545  
(301) 261-8825 fax

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If you are not the intended recipient, destroy the message and its attachments, and do not disclose, copy or distribute this information. Also, please notify the sender immediately by return electronic e-mail or by telephone at 410-573-1545, if you have received this message in error. Thank you.

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8/12/03

MAR 30 2004 13:56

301 261 8825

PAGE.04

**EXHIBIT E**

BUR9-2003-0054-US1



International Business Machines Corporation

Microelectronics Division  
Intellectual Property Law  
Mail 872E  
1000 River Street  
Essex Junction, VT 05452  
Phone - 802 769-8782  
Fax - 802 769-8938  
E-mail - acanale@us.ibm.com

December 8, 2003

Mr. Paul Manfredi  
382 Twin Peaks Road  
Waterbury Center, VT 05677

Re: BUR920030054US1

Dear Mr. Manfredi:

Please find enclosed patent application BUR920030054US1 and associated formal papers. I am requesting that you review the patent application and sign the associated formal papers. As stated in my telephone messages to you on November 21, 2003 and November 26, 2003, should you sign the formal papers, the application will be filed with the United States Patent Office and you will receive an IBM Patent Award in the amount of \$500.00 for the filing of the application. The award will be processed by your former manager, Steven Pakulski. If you do not sign the formal papers, the application will be filed without your signature and you will not receive any financial award related to the filing of this application.

Should you sign the formal papers, we would require that they be returned to our office in the enclosed, pre-paid return envelope by Tuesday, December 23, 2003.

Sincerely,

A handwritten signature in cursive script that reads "Anthony J. Canale".

Anthony J. Canale  
Patent Agent

**EXHIBIT F**

BUR9-2003-0054-US1

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you. <i>9705</i></li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits. <i>SPlaw</i></li></ul>		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Certified <input type="checkbox"/> Insured</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <i>12-22-03</i></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
1. Article Addressed to: <i>MR. PAUL MANFREDI 382 Twin Peaks Rd. Waterbury Center, VT 05677</i>		3. Service Type <input type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label) <i>EV 024700909 US</i>		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-11-1035

**EXHIBIT G**

BUR9-2003-0054-US1





Paul Manfredi  
<myviparis1@yahoo.com>  
12/23/2003 10:22 AM  
This document expires on  
12/23/2005

To Anthony Canale/Burlington/IBM@IBMUS  
cc  
bcc  
Subject Patent Review and applications.

Dear Mr.Canale:

As a former employee of IBM I am not obligated to review any of the patent applications I will however do so for the sum \$10,000.00 each. I am open to offers regardin my signature.

If you have any question regarding this matter I can be reached at802-244-6933.

Paul A. Manfredi

Do you Yahoo!?

Protect your identity with Yahoo! Mail AddressGuard

**EXHIBIT H**

BUR9-2003-0054-US1



Paul Manfredi  
<myviperts1@yahoo.com>  
03/17/2004 01:27 PM

To Anthony Canale/Burlington/IBM@IBMUS  
cc  
Subject Re: Patent Review and applications.

Anthony, attached are the tough business decisions IBM and My company face now and in the the foreseeable future.

**IBM's Position:**

As you know times are tough in the semiconductor industry. Although you have worked for many years for the promises made and you years of service have been greatly appreciated it is necessary for IBM to set a new standard of rules IBM does not take these steps lightly. However if we are going to survive in todays market place we need to make tough decisions

We as a company are now going to change the rules governing medical, retirement, and employment or whatever we need to do. The prior 20 years of service you have provided up until 1993 while accepting a lower salary the promise of a life long job as long as your performance is good and free medical coverage is no longer in effect. Regardless of your abilities, if you are caught up in a reorganization and the job requirements change we will need to let you go. If and when business needs dictate and additional manpower is needed, you will not be considered.

**My Company:**

For twenty years you work hard and provide your employer undivided attention. You come in whenever called for emergencies, work holidays and rotational shifts. You put the needs of your employer first. You do all this for the promised benefits. You plan your future years based on the circumstances presented by your employer. You trust that what Management has said to you at every appraisal will be honored. Management agrees that your salary is low however they point out the cost of benefits they provide for free and while other company's are laying off IBM maintains its full employment policy. You accept this and plan for your future years accordingly. Some twenty years later you are locked in trying to reach your goals for a decent retirement. During this twenty year phase you have never received an appraisal lower than a two in any of your career/job assignments. In total years of service you have received 23 two rating appraisals and six one appraisals. You are told you are valued for your performance and significant contributions to IBM. Your Suggestions, Ideas and patents contribute to leading edge technologies, generating huge manufacturing revenue. You do your best to provide IBM with IP

so they can be the leader in patent submissions within the industry. You are told you are a prolific inventor and your contributions to the company appreciated.

Twenty years later the future you have worked so hard to build gets pulled out from under you. Full employment becomes a thing of the past. To avoid getting let go you relocate to Vermont. You take on a new assignment in equipment engineering and become a leader in tooling and process development technology. Your free medical benefits are now costing you the price of a car payment and increase every year with no end in sight. You are offered a new cash balance plan for your retirement at a price that will only last you at most five years. Due to Federal law if you are over forty you can stay under the old plan however you will not receive any additional pension credit for the additional years of service past 1992. You still accept this. Now years later you get caught up in a reorganization and one month before you reach retirement eligibility you are let go. No offer is made to take on a new assignment within IBM, just "Do to ! business needs we are no longer needing your services". Three months after you are let go IBM starts hiring new employees to do the job you were doing without any consideration to past employees that had provided dedicated service.

I reach retirement through the "Bridge" and get hit with a 100% increase in medical cost over an active employees rate which had just increase 100% in 2004.

My company consists of my family members and as the CEO of this company I do not work for free. I was legally obligated to review and sign the three patent applications while employed by IBM. As of December 1, 2003 I was no longer a IBM employee. As you know times have changed just as they have for IBM I am obligated to my stock holders. I am to provide the necessary funds to sustain and reasonable life style. Due to the needs of my business it is just as important that my stock holders are happy with my performance as CEO, this is the same as it is to IBM's stockholders.

During the final two months of employment, while I looked for a job in Vermont, IBM had the opportunity to close on any open issues regarding my IBM employment. During this time period I was obligated to perform reasonable duties and cooperate as necessary. As you know nothing was presented to me during this time period. As of November 17, 2003 I no longer received compensation from IBM and was considered no longer an employee. As of November 31, 2003 I was fully retired through the "Bridge". Any and all agreements made with IBM other than disclosing confidential material to others outside of IBM became null and void.

Due to business needs my company will require payment in the form of US currency for each of the patent reviews and assignment to IBM as you have been requesting. The charge for the technical review is \$ 2500.00 each. The charge for transferring the patent rights over to IBM is \$12,500.00 each. This offer is good for a period of thirty days from receipt.

If you have any questions regarding this matter I can be reached by calling at 802-244-6933.

Sincerely :

**Paul A. Manfredi**

**President ,CEO, and Treasure ot the Manfredi Family**

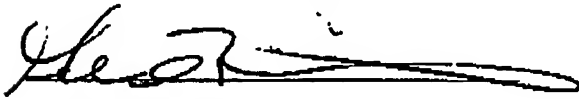
**EXHIBIT I**

BUR9-2003-0054-US1

**LETTER OF AUTHORITY**

I, Gerald Rosenthal, Vice President, Intellectual Property and Licensing of International Business Machines Corporation (IBM), a New York corporation, do hereby delegate the authority to approve and execute documents on behalf of IBM relating to proceedings in the Patent, Trademark Registration or Copyright Offices servicing any country or region of the world, or to related appeal proceedings, including, but not limited to: petitions; powers of Attorney; authorizations; verification; nominations of representatives; declarations; documents relating to maintenance and defense of the resulting industrial property rights; assignments of rights to apply for and acquire patents and trademark registrations; and evidence of such assignments; requests for the registration of patents as available for licensing; reports of inventions and petitions for waiver of patent rights to any department or agency of the United States Government; and, assignments, licenses and other instruments confirmatory of Government rights in patents and inventions, to Lynne D. Anderson, Program Manager, Patent Office Liaison.

Date: April 6, 2004



Gerald Rosenthal  
Vice President, Intellectual Property & Licensing  
International Business Machines Corporation